

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: William L. King et al.

Application No./Patent No.: 10/589,632

Filed/Issue Date: September 3, 2008

Entitled: **CARRY-ON LUGGAGE CASE**

Samsonite IP Holdings S.a.r.l.

, a Luxembourg private limited liability company

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: William L. King et al. To: Samsonite Corporation
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Samsonite Corporation To: Samsonite LLC
The document was recorded in the United States Patent and Trademark Office at
Reel 023542, Frame 0700, or for which a copy thereof is attached.
3. From: Samsonite LLC To: Delliah International S.a.r.l.
The document was recorded in the United States Patent and Trademark Office at
Reel 023373, Frame 0947, or for which a copy thereof is attached.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Robert D. Hoge
Signature

3/18/2010
Date

Robert D. Hoge
Printed or Typed Name

(303) 629-3400
Telephone number

Patent Attorney, Registration No. 55,273

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Attachment A

Applicant/Patent Owner: William L. King et al.

Application No./Patent No.: 10/589,632 Filed/Issue Date: September 3, 2008

Entitled: CARRY-ON LUGGAGE CASE

Samsonite IP Holdings S.a.r.l., a Luxembourg private limited liability company
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, etc.)

4. From: Delilah International S.a.r.l. To: Samsonite IP Holdings S.a.r.l.
The document was recorded in the United States Patent and Trademark Office at
Reel 023548, Frame 0730, or for which a copy thereof is attached.
5. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
6. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
7. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
8. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
9. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
10. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

PATENT ASSIGNMENT BY JOINT INVENTORS

Parties. This assignment is made by joint inventors William L. King and Charles Weisbart, of 2 Brownell Street, Warren, Rhode Island 02885, and 72363 Highway 111, Palm Desert, California 92260, U.S.A., respectively, herein referred to as "inventors," to Samsonite Corporation, a corporation organized under the laws of the State of Delaware, of 11200 East 45th Avenue, Denver, Colorado 80239, U.S.A., herein referred to as "assignee."

Background. Inventors have invented Carry-On Luggage, for which they have made a U.S. provisional application for patent, and an international patent application, the invention being described in and identified as U.S. Provisional Application No.60/545,386 in the U.S. Patent Office, as International Patent Application No. PCT/US05/04798 filed under the Patent Cooperation Treaty, and as Docket Nos. P70940 and P70941 in the Legal Department of Samsonite Corporation, 11200 East 45th Avenue, Denver, Colorado 80239.

Inventors have not transferred, conveyed, or assigned any of their respective right, title, or interest therein to anyone other than assignee.

Assignee is desirous of acquiring the entire right, title, and interest in said invention, and improvements thereon, and in all applications, and letters patent, copyrights, and similar property rights therefor, when granted in any country.

Assignment. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, inventors confirm they have sold, assigned and set over, to assignee the entire and exclusive right, title, and interest in the application, the invention, any improvements on the invention heretofore or hereafter made or acquired by inventors, and in any patent, registration, copyrights, and similar industrial property (referred to herein generally as "patent") on the invention, and/or the improvements that may be granted in the United States or any foreign countries, including each patent granted on any application which is a substitution, or continuation of the application specifically identified herein, and in each extension of the patent, and in all rights of priority in Taiwan, R.O.C., in India, or under the Paris Convention. Inventors do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to assignee, consistent with the terms of this agreement.

Authorization. Inventors hereby authorize assignee to file applications for, to obtain, and to maintain, any patent(s) which assignee may elect to seek in any country or jurisdiction of the world.

Cooperation. Each inventor covenants and agrees with assignee that such inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that such inventor will, at any time upon request, without further or additional consideration,

but at the expense of assignee, execute such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued, or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits.

Term. The patent rights assigned are to be held by assignee to the full end of the term for which the Letters Patent are granted, and for the term or terms of any extension thereof, as fully as the same would have been held by inventors if this assignment had not been made.

Successors. The terms, covenants, and conditions of the assignment shall inure to the benefit of assignee, its successors, assigns and/or other legal representatives, and shall be binding on inventors, their respective heirs, legal representatives, and assigns.

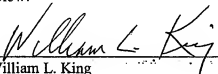
Warranty. Inventors jointly and severally warrant and represent that they have not entered into any assignment, contract or understanding in conflict herewith.

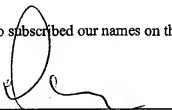
Filing Date and Serial Number. Assignee, or its authorized representative, is hereby given authority to insert in this assignment, in the spaces provided below, the official Patent and Trademark Office filing date and serial number of the above identified patent application when said information is obtained from the United States Patent and Trademark Office:

Filing Date: September 3, 2008

Serial Number: 10/589,632

IN WITNESS WHEREOF, we have hereunto subscribed our names on the dates given below.


William L. King


Charles Weisbart

Date: March 27/08

Date: 6/12/08

Signed at: Mansfield, MA

Signed at: POW DESERT, CO.

1

) ss.

)

Kimberly R. Hunt
Notary Public
My Commission Expires:



) ss.

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